

Form 3015-1 - Chapter 13 Plan

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

CHAPTER 13 PLAN - MODIFIED

In re:
Kevin C Jordahl, Jr.
Sarah J Jordahl

Dated: January 28, 2015

DEBTOR

Case No. 13-44757

*In a joint case,
debtor means debtors in this plan.*

1. DEBTOR'S PAYMENTS TO THE TRUSTEE —

- As of the date of this plan, the debtor has paid the trustee \$ 0.00 .
- After the date of this plan, the debtor will pay the trustee \$ 155.00 * per Month for 60 months, beginning within 30 days after the order for relief for a total of \$ 33,826.00 . The minimum plan payment length is 36 or X 60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.
- The debtor will also pay the trustee _____
- The debtor will pay the trustee a total of \$ 33,826.00 [line 1(a) + line 1(b) + line 1(c)].

2. PAYMENTS BY TRUSTEE — The trustee will pay from available funds only creditors for which proof of claim have been filed. The trustee may collect a fee of up to 10% of plan payments, or \$ 3,382.60 , [line 1(d) x .10].

3. ADEQUATE PROTECTION PAYMENTS [§ 1326(a)(1)(C)] — The trustee will promptly pay from available funds adequate protection payments to creditors holding allowed claims secured by personal property, according to the following schedule, beginning in month one (1).

Creditor	Monthly Payment	Number of Months	Total Payments
-NONE-	\$ _____	_____	\$ _____
a. TOTAL			\$ <u>0.00</u>

4. EXECUTORY CONTRACTS AND UNEXPIRED LEASES [§ 365] — The debtor assumes the following executory contracts or unexpired leases. Cure provisions, if any, are set forth in ¶ 7.

Creditor	Description of Property
-NONE-	_____

5. CLAIMS NOT IN DEFAULT — Payments on the following claims are current and the debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any.

Creditor	Description of Property
a. BANK OF AMERICA AUTO	2013 Ford Escape (15,000)
b. NISSAN MOTOR ACCEPT	2013 Nissan Altima (6,000)
	Debtors' homestead real property
c. WELLS FARGO HOME MORTGAGE	Location: 8962 Bataan Court, Blaine MN 55449

6. HOME MORTGAGES IN DEFAULT [§ 1322(b)(5) and § 1322(e)] — The trustee will cure defaults on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens. All following entries are estimates. The trustee will pay the actual amounts of default.

Creditor	Amount of Default	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
-NONE-	\$ _____	\$ _____	_____	_____	\$ _____
a. TOTAL					\$ <u>0.00</u>

7. CLAIMS IN DEFAULT [§ 1322 (b)(3) and (5) and § 1322(e)] — The trustee will cure defaults on the following claims as set forth below. The debtor will pay for the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any. All following entries are estimates, except for interest rate.

Creditor	Amount of Default	Int. rate (if applicable)	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
-NONE-	\$ _____	_____	\$ _____	_____	_____	\$ _____

Creditor	Amount of Default	Int. rate (if applicable)	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
a. TOTAL						\$ <u>0.00</u>

8. **OTHER SECURED CLAIMS; SECURED CLAIM AMOUNT IN PLAN CONTROLS** [§ 1325(a)(5)] — The trustee will pay, on account of the following allowed secured claims, the amount set forth in the "Total Payments" column, below. The creditors will retain liens securing the allowed claims until the earlier of the payment of the underlying debt determined under nonbankruptcy law, or the date of the debtor's discharge. NOTWITHSTANDING A CREDITOR'S PROOF OF CLAIM FILED BEFORE OR AFTER CONFIRMATION, THE AMOUNT LISTED IN THIS PARAGRAPH AS A CREDITOR'S SECURED CLAIM BINDS THE CREDITOR PURSUANT TO 11 U.S.C. § 1327, AND CONFIRMATION OF THE PLAN IS A DETERMINATION OF THE CREDITOR'S ALLOWED SECURED CLAIM.

Creditor	Claim Amount	Secured Claim	Int. Rate	Beg. in Mo. #	(Monthly Pmnts) x	(No. of Pmnts) =	Pmnts on Account of Claim +	(Adq. Prot. from ¶ 3) =	TOTAL PAYMENTS
-NONE-	\$	\$			\$	\$	\$	\$	\$
a. TOTAL									\$ <u>0.00</u>

9. **PRIORITY CLAIMS** — The trustee will pay in full all claims entitled to priority under § 507, including the following. The amounts listed are estimates. The trustee will pay the amounts actually allowed.

Creditor	Estimated Claim	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
a. Attorney Fees	\$ <u>5,000.00</u>	\$ <u>294.12</u>	<u>12</u>	<u>17</u>	\$ <u>5,000.00</u>
b. INTERNAL REVENUE SVC	\$ <u>0.00</u>	\$ <u>0.00</u>	<u>60</u>	<u>0</u>	\$ <u>0.00</u>
c. MN DEPT OF REVENUE	\$ <u>0.00</u>	\$ <u>0.00</u>	<u>60</u>	<u>0</u>	\$ <u>0.00</u>
d. TOTAL					\$ <u>5,000.00</u>

10. **SEPARATE CLASSES OF UNSECURED CREDITORS** — In addition to the class of unsecured creditors specified in ¶ 11, there shall be separate classes of non-priority unsecured creditors described as follows: **Codebtor is liable on claim. All amounts paid to this creditor during the plan term shall be applied only to principal and not to interest.**
The trustee will pay the allowed claims of the following creditors. All entries below are estimates.

Creditor	Interest Rate (if any)	Claim Amount	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
a. ACS SLFC-GOAL FUNDING	<u>0</u>	<u>9,771.12</u>	<u>99.00</u>	<u>1</u>	<u>60</u>	\$ <u>5,940.00</u>
b. TOTAL						\$ <u>5,940.00</u>

11. **TIMELY FILED UNSECURED CREDITORS** — The trustee will pay holders of nonpriority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under ¶ 2, 3, 6, 7, 8, 9 and 10 their pro rata share of approximately \$ 19,503.40 [line 1(d) minus lines 2, 6(a), 7(a), 8(a), 9(d) and 10(b)].

- The debtor estimates that the total unsecured claims held by creditors listed in ¶ 8 are \$ 0.00.
- The debtor estimates that the debtor's total unsecured claims (excluding those in ¶ 8 and ¶ 10) are \$ 141,720.00.
- Total estimated unsecured claims are \$ 141,720.00 [line 11(a) + line 11(b)].

12. **TARDILY-FILED UNSECURED CREDITORS** — All money paid by the debtor to the trustee under ¶ 1, but not distributed by the trustee under ¶ 2, 3, 6, 7, 8, 9, 10 or 11 will be paid to holders of nonpriority unsecured claims for which proofs of claim were tardily filed.

13. **OTHER PROVISIONS** —

***The plan is a step plan which will pay as follows: \$155.00 Monthly for 8 months, then \$431.00 Monthly for 3 months, then \$585.00 Monthly for 40 months, then \$877.00 Monthly for 9 months**

Special Intentions:

TCF MORTGAGE: Debtor is surrendering the Property to Creditor in full satisfaction of the secured claim. Creditor shall be allowed an unsecured claim for the deficiency balance owed.

US BANK: Debtor is surrendering the Property to Creditor in full satisfaction of the secured claim. Creditor shall be allowed an unsecured claim for the deficiency balance owed.

As to the claims dealt with in paragraphs 4, 5, 6, or 7, in the event of the surrender, foreclosure, or repossession of the collateral to the creditor for any reason, the balance of the claim, if any, will be paid as a general unsecured claim without priority, and will be discharged by the discharge granted pursuant to 11 U.S.C. § 1328.

Student loans with ACS/Wells Fargo (acct. # 7701) and/or its assigns to be paid pro-rata as a general, nonpriority unsecured creditor.

Student loans with Sallie Mae (acct. # 0718) and/or its assigns to be paid pro-rata as a general, nonpriority unsecured creditor.

14. SUMMARY OF PAYMENTS —

Trustee's Fee [Line 2]	\$	<u>3,382.60</u>
Home Mortgage Defaults [Line 6(a)]	\$	<u>0.00</u>
Claims in Default [Line 7(a)]	\$	<u>0.00</u>
Other Secured Claims [Line 8(a)]	\$	<u>0.00</u>
Priority Claims [Line 9(d)]	\$	<u>5,000.00</u>
Separate Classes [Line 10(b)]	\$	<u>5,940.00</u>
Unsecured Creditors [Line 11]	\$	<u>19,503.40</u>
TOTAL [must equal Line 1(d)]	\$	<u>33,826.00</u>

Insert Name, Address, Telephone and License Number of Debtor's Attorney:

Richard J. Pearson 130308
Prescott & Pearson, P.A.
Po Box 120088
New Brighton, MN 55112-0088
(651) 633-2757
130308

Signed /s/ Kevin C Jordahl, Jr.

Kevin C Jordahl, Jr.
DEBTOR

Signed /s/ Sarah J Jordahl

Sarah J Jordahl
DEBTOR (if joint case)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Kevin C. Jordahl, Jr.
Sarah J. Jordahl,

BKY No. 13-44757-KHS
Chapter 13

Debtors.

NOTICE OF HEARING AND MOTION TO APPROVE MODIFIED PLAN

TO: The debtors; US Trustee; Chapter 13 Trustee; and creditors and parties in interest.

1. The debtors, by the undersigned attorney, move the court for approval of the modified plan dated January 28, 2015.
2. The court will hold a hearing on this motion at 10:30 a.m. on February 19, 2015 in Courtroom No. 8West, U.S. Bankruptcy Court, Eighth Floor, U.S. Courthouse, 300 S. Fourth St., Minneapolis, MN 55415.
3. Any objection to this modified plan must be filed and served not later than February 13, 2015 which is 5 days before the time set for the hearing including Saturdays, Sundays and holidays. **UNLESS AN OBJECTION TO THE PLAN IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This court has jurisdiction over this motion pursuant to 28 U.S.C. Sec 157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. The petition commencing this Chapter 13 case was filed. This case is now pending in this court.
5. The plan is being modified to provide for the payment by the trustee of the debtors' federal student loans as general unsecured creditors, and provide for the payment, without interest, of the debtor's co-signed private student loan as a separate class in paragraph 10 of the plan at the rate of \$99.00 per month, to be applied only to principal and not to interest, for the duration of the plan, pursuant to an agreement with the Standing Trustee to resolve a prior objection to confirmation.

Dated: January 28, 2015

Prescott & Pearson, P.A.

/s/ Matthew M. Tande

Matthew M. Tande, Atty Reg. No. 388339
443 Old Highway 8 NW, Suite 208
New Brighton, MN 55112
Telephone: (651) 633-2757
Attorneys for Debtor

VERIFICATION

Kevin C. Jordahl, Jr. and Sarah J. Jordahl, the Debtors named in the Notice of Hearing and Motion to Approve Modified Plan, declare under penalty of perjury that the information therein contained is true and correct to the best of our knowledge, information, and belief.

Dated: 2/8/15

Signed: 
Kevin C. Jordahl, Jr., Debtor

Signed: 
Sarah J. Jordahl, Debtor

DISTRICT OF MINNESOTA
UNITED STATES BANKRUPTCY COURT

In re:

Kevin C. Jordahl Jr.
Sarah J. Jordahl

Debtor(s)

Bky Case No: 13-44757
Chapter 13

UNSWORN DECLARATION OF SERVICE

Ashly Volavka, an employee of Prescott & Pearson, P.A., attorneys licensed to practice law in this court, with office address of 443 Old Highway 8 Northwest Suite 208, P.O. Box 120088, New Brighton, Minnesota 55112, declares that on February 3, 2015, she served the annexed Notice of Hearing to Approve Modified Plan and Modified Chapter 13 Plan upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class mail postage prepaid and depositing same in the post office at New Brighton, Minnesota, addressed to each of them as follows:

SEE ATTACHED

and delivered to each entity below by way of electronic transmission by the United States Bankruptcy Court:

Gregory A. Burrell, Trustee
Office of the US Trustee

And she declares under penalty of perjury, that the foregoing is true and correct.

Executed: February 3, 2015

/e/ Ashly Volavka

Ashly Volavka

Certified Mail:

Richard Davis, CEO
U.S. Bank, N.A.
800 Nicollet Mall
Minneapolis, MN 55402

Attorney Matthew Tande spoke directly with U.S. Bank N.A.'s investor relations department on August 14, 2014 at 866-775-9668, where an employee confirmed Mr. Davis's title and position and mailing address.

First Class Mail:

Xerox Corporation
C/O Prentice-Hall Corp. System Inc.
380 Jackson Street #700
St. Paul, MN 55101

Per the SEC website, accessed 2/2/15 by Matthew Tande, at <http://www.sec.gov/Archives/edgar/data/108772/000010877214000005/xrx-123113xex21.htm> Xerox Education Services, LLC is a wholly owned subsidiary of Xerox Corporation. The above address is the address of the registered agent as certified to and by the Minnesota Secretary of State website, as of 2/2/15.

Xerox Education Services, LLC d/b/a ACS Education Services
501 Bleecker Street
Utica, NY 13501

Name and address for future notices to be sent in conjunction with the debtors' chapter 13, as stated on claim 1-1 filed in this case.

Bob Zapfael, President
Xerox Education Services, LLC
45 Glover Avenue
Norwalk, CT 06856

Attorney Matthew Tande spoke with the Customer Care representative of Xerox Corporation, on 2/3/15 (at 203-968-3000) who gave the name and address of the president of Xerox Education Services, LLC as that stated above.

Steve Kohles, President
Student Loan Finance Corporation
124 S 1st Street
Aberdeen, SD 57401-4107

Name and address of the President of Student Loan Finance Corporation. Attorney Matthew Tande spoke with a representative of Student Loan Finance Corporation (605-622-4400) on 2/2/15 who confirmed the CEO's name and address.

ACS SLFC-GOAL FUNDING
501 BLEECKER ST
UTICA NY 13501

ACS WELLS FARGO
501 BLEECKER ST
UTICA NY 13501

BANK AMERICA CARD SVCS
BKY DEPT NC4-102-02-14
PO BOX 26012
GREENSBORO NC 27420

BANK OF AMERICA
NC4-105-02-99
PO BOX 26012
GREENSBORO NC 27420-6012

BANK OF AMERICA AUTO
FL9-600-02-26
PO BOX 45224
JACKSONVILLE FL 32232-5224

BEST BUY
PO BOX 183195
COLUMBUS OH 43128-3195

CAPITAL ONE
C/O BECKET AND LEE
PO BOX 3001
MALVERN PA 19335-0701

CENTERPOINT ENERGY
CREDIT DEPT CNPT 10
PO BOX 1700
HOUSTON TX 77251-9857

FIRST NATL OMAHA
1620 DODGE ST
STOP CODE 3105
OMAHA NE 68197

GE CAPITAL
BRYANT CORP
PO BOX 103104
ROSWELL GA 30076

GE CAPITAL RETAIL BANK
C/O RECOVERY MGMT SYSTEMS CORP
25 S.E. 2ND AVE SUITE 1120

MIAMI FL 33131-1605

HOME DEPOT CITIBANK
PO BOX 790328
ST LOUIS MO 63179

INTERNAL REVENUE SVC
PO BOX 7346
PHILADELPHIA PA 19101-7346

KEVIN AND SARAH JORDAHL
8962 BATAAN COURT
BLAINE MN 55449-5649

KOHL'S CAPONE
PO BOX 3004
MILWAUKEE WI 53201-3004

MAPLE GROVE HOSPITAL
PHOENIX MANAGMENT SYSTEMS
PO BOX 3972
MPLS MN 55403-0972

MAURICES COMENITY BANK
PO BOX 182125
COLUMBUS OH 43218-2125

MAURICES COMENITY BANK
PO BOX 182273
COLUMBUS OH 43218-2273

MN DEPT OF REVENUE
551 BKY SECTION CEU Dept
PO BOX 64447
ST PAUL MN 55164

NEW EGG
PO BOX 105658
ATLANTA GA 30348-5658

NISSAN MOTOR ACCEPT
PO BOX 660360
DALLAS TX 75266-0360

NISSAN MOTOR ACCEPTANCE
PO BOX 660366
DALLAS TX 75266-0366

PYOD LLC
C/O RESURGENT CAPITAL SERVICES

PO BOX 19008
GREENVILLE SC 29602-9008

QUANTUM 3 GROUP AS AGENT FOR
COMENITY BANK
PO BOX 788
KIRKLAND WA 98083-0788

SALLIE MAE
CLAIMS DEPARTMENT
PO BOX 9500
WILKES-BARRE PA 18773

SALLIE MAE INC FOR GLHEC
2401 INTERNATIONAL LANE
MADISON WI 53704-3121

SEARS CITI MASTERCARD
BANKRUPTCY DEPT
PO BOX 790034
ST LOUIS MO 63179-0034

SLUMBERLAND
WELLS FARGO FINANCIAL
800 WALNUT ST F4030047
DES MOINES IA 50309-3605

SPIRE FEDERAL CREDIT UNION
PO BOX 130670
ROSEVILLE MN 55113

SPIRE FEDERAL CREDIT UNION
2025 LARPENTEUR AVE WEST
FALCON HEIGHTS MN 55113-5512

TCF MORTGAGE
801 MARQUETTE AVE
MINNEAPOLIS MN 55402

TCF NATIONAL BANK
801 MARQUETTE AVE
001-02-C
MINNEAPOLIS MN 55402-2807

TCF NATIONAL BANK
801 MARQUETTE AVE
MC 001-02-C
MINNEAPOLIS MN 55402-2807

US BANK

PO BOX 790117
ST LOUIS MO 63179-0117

US BANK
PO BOX 5229
CINCINNATI OH 45201

US BANK NATIONAL ASSOCIATION
C/O STEIN & MOORE, P.A.
332 MINNESOTA ST SUITE W-1650
ST PAUL MN 55101-1336

US BANK VISA
PO BOX 5229
CINCINNATI OH 45201

WELLS FARGO
C/O SCHILLER AND ADAM
25 DALE STREET N
ST PAUL MN 55102

WELLS FARGO BANK
PO BOX 10438
MAC X2505-036
DES MOINES IA 50306-0438

WELLS FARGO BANK
MAC D3347-014
3476 STATEVIEW ROAD
FORT MILL SC 29715-7203

WELLS FARGO BANK N.A / GLHEC
ATTN: CLAIMS EXAMINATION UNIT
2401 INTERNATIONAL LANE
MADISON WI 53704-3192

WELLS FARGO BANK NA
PO BOX 10438
DES MOINES IA 50306-0438

WELLS FARGO BANK NA
25 N DALE STREET 2ND FLOOR
ST PAUL MN 55102-2227

WELLS FARGO BANK NV NA
BANKRUPTCY
420 MONTGOMERY STREET
SAN FRANCISCO CA 94104

WELLS FARGO HOME MORTGAGE

ONE HOME CAMPUS MAC X2302-04C
BANKRUPTCY PROCESSING CENTER
DES MOINES IA 50328-0001

WELLS FARGO HOME MORTGAGE
6200 PARK AVE
DES MOINES IA 50321

XEROX EDUCATION SERVICES
DBA ACS EDUCAT
501 BLEECKER STREET
UTICA NY 13501-2401